

1 BILL NO. S-79-08-25

2 SPECIAL ORDINANCE NO. S-

148-79

3 AN ORDINANCE approving a contract for
4 Street Improvement Resolution No. 5833-79
5 between the City of Fort Wayne, Indiana
6 and L. W. Dailey, Inc., Contractor for
7 improvement of Main Street.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA:

10 SECTION 1. That a certain contract, dated July 30, 1979, between
11 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of
12 Public Works, and L. W. Dailey, Inc., Contractor, for:

13 improving Main Street from Maiden Lane east to Calhoun
14 Street consisting of widening and replacement of
15 existing street with new concrete pavement, curbs,
16 sidewalk, street lighting, storm sewers, and traffic
17 signalization,

18 under Board of Public Works Street Improvement Resolution No. 5833-79, at
19 a total cost of \$663,204.65, all as more particularly set forth in said
20 contract which is on file in the Office of the Board of Public Works and
21 is by reference incorporated herein and made a part hereof, be and the
22 same is in all things hereby ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force and effect
24 from and after its passage and approval by the Mayor.

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Councilman

APPROVED AS TO
FORM & LEGALITY

.....
William N. Salin, City Attorney

Read the first time in full and on motion by _____, seconded by _____

Stier, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-14-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by _____, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 8-28-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-148-79 on the 28th day of August, 1979.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Wingo JR
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 1979, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 4th day of September, 19____, at the hour of 3 o'clock _____ M., E.S.T.

Robert Starnes
MAYOR

Bill No. S-79-08-25

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract for Street Improvement Resolution No. 5833-79
between the City of Fort Wayne, Indiana and L.W. Dailey, Inc.,
Contractor for improvement of Main Street

have had said Ordinance under So consideration and beg leave to report back to the Common
Council that said Ordinance So PASS.

WILLIAM T. HINGA - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

FREDRICK R. HUNTER

DONALD J. SCHMIDT

JAMES S. STIER

8-28-79 CONCURRED IN

DATE 8-28-79 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this 30 day of July, 1979

by and between -----
----- L. W. DAILEY, INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Main Street from Maiden Lane east to Calhoun Street consisting of widening and replacement of existing street with new concrete pavement, curbs, sidewalk, street lighting, storm sewers, and traffic signalization.

by grading and paving the roadway to a width of -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5833-79 attached hereto and by reference made a part hereof.

At the following prices:

Pavement Removal	Ten dollars and thirty cents per square yard	10.30
Concrete Removal	Four dollars and twenty cents per square yard	4.20
Removal of Drainage Structures	One thousand dollars and no cents per each	1,000.00
Common Excavation	Eight dollars and seventy cents per cubic yard	8.70
9" Reinforced Concrete Pavement	Twenty-nine dollars and forty cents per square yard	29.40
Concrete Center Curb Type "D"	Forty dollars and no cents per square yard	40.00
Concrete Curb Type "II-A"	Four dollars and ten cents per lineal foot	4.10
8" Plain Concrete for Drives	Twenty-five dollars and sixty cents per square yard	25.60
Plain Concrete Sidewalk (5")	Two dollars and twenty-five cents per square foot	2.25
Plain Concrete Wingwalk (Incl. Ramp)	Two dollars and fifty cents per square foot	2.50
Plain Concrete Curbface Walk (5")	Two dollars and fifty cents per square foot	2.50

Type "O" Compacted Aggregate for Sidewalk	One dollar and seventy cents per square yard	1.70
Sodding Type "U"	Three dollars and no cents per square yard	3.00
Topsoil	Ten dollars and no cents per ton	10.00
Compacted Sub-base	Twelve dollars and ninety cents per cubic yard	12.90
Sub-surface Drainage	Six dollars and twenty cents per lineal foot	6.20
Anchor Bolts	Fifteen dollars and no cents per each	15.00
Contraction Joint	Five dollars and forty cents per lineal foot	5.40
1" Expansion Joint with Load Transfer	Five dollars and forty cents per lineal foot	5.40
Hot Asphaltic Base (53-B)	Twenty-three dollars and no cents per ton	23.00
Asphaltic Binder (#9)	Twenty-five dollars and fifty cents per ton	25.50
Asphaltic Surface (A-2)	Thirty dollars and no cents per ton	30.00
Trees (Furnished and in Place)	Three hundred and fifty dollars and no cents per each	350.00
Removal of Vent Cap	One thousand, five hundred dollars and no cents per lump sum	1,500.00
Replacement of Vent Cap	Two thousand, five hundred dollars and no cents per lump sum	2,500.00
Casting Adjusted to Grade	One hundred and seventy-five dollars and no cents per each	175.00
Casting Type "A" Furnished & Adjusted	Two hundred and fifty dollars and no cents per each	250.00
Manhole Type "IV-A" (72")	Five thousand, two hundred dollars and no cents per each	5,200.00
Manhole Type "I-A"	One thousand dollars and no cents per each	1,000.00
C.B. Type "I-A"	One thousand, two hundred dollars and no cents per each	1,200.00
Inlet Type "I-C"	Five hundred dollars and no cents per each	500.00
C.B. Type "I-F"	One thousand, two hundred dollars and no cents per each	1,200.00
C.B. Type "I-C"	One thousand, two hundred dollars and no cents per each	1,200.00
12" R.C.P. Class IV	Twenty-two dollars and no cents per lineal foot	22.00
18" R.C.P. Class IV	Twenty-seven dollars and no cents per lineal foot	27.00
Footings for Reinforced Concrete Walls	Twenty dollars and no cents per lineal foot	20.00
Reinforced Concrete Walls	Eighteen dollars and no cents per square foot	18.00
" " " " Waterproofing	Fifteen dollars and no cents per	15.00

Mastic for Waterproofing	Fifteen dollars and no cents per gallon	15.00
Structural Slab	Twelve dollars and fifty cents per square foot	12.50
Field Office	Four hundred dollars and no cents per month	400.00
Maintenance of Traffic	Six thousand, two hundred dollars and no cents per lump sum	6,200.00
Concrete Center Curb Type "D" (On Hooks)	Forty-five dollars and no cents per square yard	45.00
Barricade Type "III"	Seven hundred and fifty dollars and no cents per each	750.00
Construction Sign Type "A"	Three hundred and fifty dollars and no cents per each	350.00
Construction Sign Type "B"	Two hundred dollars and no cents per each	200.00
Temporary Concrete Median Barrier (Deductive Alternate)	Thirteen dollars and no cents per lineal foot	13.00
Irrigation System for Median	Five thousand dollars and no cents per lump sum	5,000.00

Alternate Items

Removal of Basement Walls	Five dollars and thirty cents per lineal foot	5.30
Removal of Spoils from Basement Vaults	Six dollars and eighty cents per cubic yard	6.80
B-Borrow (Backfill for Basements)	Eleven dollars and fifty cents per cubic yard	11.50
Trenching in Earth (24" Deep)	Two dollars and twenty cents per lineal foot	2.20
Install 35' Bronze Aluminum Pole	Two hundred and forty dollars and no cents per each	240.00
Install 400 W. Decashield Luminaire	One hundred thirty-five dollars and no cents per each	135.00
Install 2" Rigid Plastic Conduit	Five dollars and sixty cents per lineal foot	5.60
Install 4/C #2 Aluminum Wire	One dollar and eighty cents per lineal foot	1.80
Install 3/C #2 Aluminum Wire	One dollar and eighty cents per lineal foot	1.80
Install 2/C #2 Aluminum Wire	One dollar and eighty cents per lineal foot	1.80
Install Wiring In Light Supports	No dollars and thirty-five cents per lineal foot	0.35
Remove existing pole & luminaire	Two hundred dollars and no cents per each	200.00
Drill existing foundation	Three hundred dollars and no cents per each	300.00
Handhole	Four hundred and fifty dollars and no cents per each	450.00
2' x 2' x 6' Concrete Foundation 4,000 P.S.I. - Class "A"	Five hundred and fifty dollars and no cents per each	550.00
Incidental Material	Four hundred and fifty dollars and no cents per lump sum	450.00

2' x 2' x 6' Concrete Foundation 4,000 P.S.I. - Class "A"	Five hundred and fifty dollars and no cents per each	550.00
Incidental Material	Four hundred and fifty dollars and no cents per lump sum	450.00
Solid State (2) Phase Pretimed Controller Wired in Cabinet with Pedestal Base, Post & Foundation	Six thousand, four hundred dollars and no cents per each	6,400.00
1-Way, 3-Section Polycarbonate Traffic Signal (12"R, 12"A, 12"G)	Four hundred dollars and no cents per each	400.00
12" Pedestrian Signal (Walk - Don't Walk)	Four hundred dollars and no cents per each	400.00
Traffic Pole with 20' Mast Arm	Two thousand dollars and no cents per each	2,000.00
Traffic Pole with 25' Mast Arm	Two thousand, two hundred and fifty dollars and no cents per each	2,250.00
Traffic Pole with 30' Mast Arm	Two thousand, eight hundred and fifty dollars and no cents per each	2,850.00
Combination Pole with 35' Mast Arm	Three thousand, five hundred dollars and no cents per each	3,500.00
2" Rigid Steel Conduit	Fourteen dollars and no cents per lineal foot	14.00
3" Rigid Steel Conduit	Eighteen dollars and no cents per lineal foot	18.00
2 C/8 Service Cable	One dollar and fifty cents per lineal foot	1.50
3 C/14 Signal Cable in Pole	One dollar and fifty cents per lineal foot	1.50
5 C/14 Signal Cable in Pole	One dollar and seventy-five cents per lineal foot	1.75
12 C/14 Signal Cable in Conduit	Two dollars and seventy-five cents per lineal foot	2.75
Handhole	Five hundred dollars and no cents per each	500.00
Service with All Hardware	One thousand dollars and no cents per each	1,000.00
Mid-Mast Mounting Assembly	Two hundred and thirty dollars and no cents per each	230.00
Pole Foundation - Mast Arm	Eight hundred dollars and no cents per each	800.00
Relocate Loop Cabinet & Amplifiers	Six hundred and fifty dollars and no cents per each	650.00
Remove Existing Signal Installation	Three thousand, five hundred dollars and no cents per lump sum	3,500.00
Miscellaneous Hardware	Two thousand dollars and no cents per lump sum	2,000.00
<u>Pavement Striping</u>		
6" Yellow - Cold Plastic for Lane Lines	One dollar and eighty cents per lineal foot	1.80
6" White - Cold Plastic for Lane Lines	One dollar and eighty cents per lineal foot	1.80
6" White - Cold Plastic for Cross-Hatching	Two dollars and thirty cents per lineal foot	2.30

6" White - Cold Plastic for Crosswalks	Two dollars and fifty cents per lineal foot	2.50
6" White - Cold Plastic for Stop Bars (4 - 18" Wide 20' Long) (4 - 18" Wide 35' Long)	Two dollars and fifty cents per lineal foot	2.50
Left Turn Arrow - White - Cold Plastic	Three hundred dollars and no cents per each	300.00
Word "Only" - White - Cold Plastic	Four hundred dollars and no cents per each	400.00
No Parking Sign on 10' 2 lb. Post	Two hundred dollars and no cents per each	200.00
Keep Right Sign on 12' 3 lb. Post	Two hundred dollars and no cents per each	200.00
TOTAL	Six hundred and sixty-three thousand, two hundred and four dollars and sixty-five cents	\$663,204.65

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.)

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5833-79 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before 170 working days ~~1958~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

170 working days ~~1958~~ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19 _____

ATTEST:

L. W. DAILEY, INC.

BY: _____

ITS: _____

Contractor, Party of the First Part.

Lorraine J. Casper
Corporate Secretary

City of Fort Wayne, By and Through:

ATTEST:

Ursula Miller
Secretary and Clerk

Edw. P. Ma
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

W. H. K.
CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

FOR STREET OR ALLEY

No. 5833-79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Main Street from Maiden Lane east to Calhoun Street
 consisting of widening and replacement of existing street with new concrete pavement,
 curbs, sidewalk, street lighting, storm sewers, and traffic signalization.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
 Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
 will be to the general public of the City of Fort Wayne and that no special benefits
 will accrue to any property owner adjoining said improvement or otherwise assessable
 under said improvement. The cost of said improvement shall be paid by the City of
 Fort Wayne Redevelopment Commission.

Adopted, this _____ day of _____
 ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

{ _____

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we L.W. DAILEY, INC.-----
as Principal, and the St. Paul Fire & Marine Insurance Co.
-----, a corporation organized under the laws of the
State of -----, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of SIX HUNDRED AND SIXTY-
THREE THOUSAND, TWO HUNDRED AND FOUR DOLLARS AND SIXTY-FIVE CENTS -----
(\$663,204.65 -----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the ----- day of -----, 19---,
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5833-79

To improve Main Street from Maiden Lane east to Calhoun Street consisting of
widening and replacement of existing street with new concrete pavement, curbs,
sidewalk, street lighting, storm sewers, and traffic signalization.

at a cost of \$ 663,204.65 -----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

value received, hereby stipulates and agrees that no change of time, alteration, or addition to the terms of the contract, or work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligation on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

L. W. DAILEY, INC.

(Contractor)

BY: [Signature]

ITS: [Signature]

ATTN: [Signature]

By [Signature]

Title

ST. PAUL FIRE & MARINE INSURANCE CO.

Surety

*BY [Signature]

Authorized Agent
(Attorney-in-Fact)

When signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- L. W. DAILEY, INC. -----
(Name of Contractor)

P.O. Box 8632, 9034 Oakland Street, Fort Wayne, Indiana 46898 -----
(Address)

a CORPORATION _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St. Paul Fire & Marine Insurance Co.
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SIX HUNDRED AND SIXTY-THREE THOUSAND, TWO HUNDRED AND FOUR DOLLARS AND SIXTY-FIVE CENTS -----
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, for the construction of:

Resolution No. 5833-79

To improve Main Street from Maiden Lane east to Calhoun Street consisting of widening and replacement of existing street with new concrete pavement, curbs, sidewalk, street lighting, storm sewers, and traffic signalization.

at a cost of SIX HUNDRED AND SIXTY-THREE THOUSAND, TWO HUNDRED AND FOUR DOLLARS AND SIXTY-FIVE CENTS -----
(\$ 663,204.65), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-
parts, each one of which shall be deemed an original, this _____ (number)
_____, 1979. day of

(SEAL)

ATTEST:

Lorraine J. Cooper
(Principal) Secretary

Connie L. Emerson
Witness as to Principal

P.O. Box 8132
(Address)

Fort Wayne, Ind 46898

201 W. Wayne
(Address)

Fort Wayne, Indiana

L. W. DAILEY, INC.
Principal

BY [Signature]

813 (Title)
P.O. Box 8132, 934 Oakland Street
Fort Wayne, Indiana 46898
(Address)

ST. PAUL FIRE & MARINE INSURANCE CO.

Surety
BY [Signature]

Attorney-in-Fact
(Authorized Agent)

201 W. Wayne

Fort Wayne, Indiana
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IN RE:

WAGE SCALE

SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1979.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HRW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.60	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	11.14	45	50		1	4if
CARPENTER (BUILDING)	S	10.89		6¢		8	2if
CARPENTER (HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.70	75	80		1	
ELECTRICIAN	S	12.35	50	3¢+40		6	
ELEVATOR CONSTRUCTOR	S	11.63½	89½	69	8¢	6	
GLAZIER	S	10.79		25	40	4	25¢holid 25¢annuit
IRON WORKER	S	11.80	90	1.20		2	2if
LABORER (BUILDING)	S-SS	7.70-8.70	70	50		9	
LABORER (HIGHWAY)	US	8.30-9.15	70	70		9	
LABORER (SEWER)	S-SS	7.60-8.40	70	50		9	
LATHER	S	10.91		50		1	2if
MILLWRIGHT & PILEDRIVER	S	11.22		6¢		8	2if
OPERATING ENGINEER (BUILDING)	S-SS	8.10-11.90	55	65		9	
OPERATING ENGINEER (HIGHWAY)	US	8.16-10.87	55	65		8	
OPERATING ENGINEER (SEWER)	S-SS-US	8.59-11.57	75	65		10	
PAINTER	S	9.25-10.25	50	65		12	6misc.
PLASTERER	S	10.08	60	80			
PLUMBER & STEAMFITTER	S	12.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	10.90		10			
SHEETMETAL WORKER	S	12.09	50	60		10	39¢sasm 14if
TEAMSTER (BUILDING)	S-SS	9.18-10.13	26.00pw	31.00pw			
TEAMSTER (HIGHWAY)	US	9.75-9.35	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21 DAY OF MAY, 19 79

Walter E. Daulton
REPRESENTING GOVERNOR, STATE OF INDIA

Walter A. Daulton
REPRESENTING THE AWARDED AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

July 20, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Works has awarded a Contract for the reconstruction of Main Street, Street Improvement Resolution No. 5833-79 to L. W. Dailey, Inc. in the amount of \$663,204.65.

The Board of Works is anxious that construction begin immediately on the Main Street project in light of the amount of work involved in this project.

Therefore, Board of Works respectfully requests "Prior Approval" so that construction may begin immediately on the above.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED:

William T. Fingar
Samuel J. Talanick
James A. Schmidt

Fredrick R. Hunter
James A. Hunter
John A. Hunter
John A. Hunter
John A. Hunter

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

497
TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT ST. IMP. RES. NO. 5833-79 - MAIN ST. IMP.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS D-79-08-25

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 5833-1979, FOR IMPROVING
MAIN STREET FROM MAIDEN LANE EAST TO CALHOUN STREET, CONSISTING OF WIDENING AND REPLACEMENT OF
EXISTING STREET WITH NEW CONCRETE PAVEMENT, CURBS, SIDEWALK, STREET LIGHTING, STORM SEWERS,
AND TRAFFIC SIGNALIZATION.

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE IMPROVEMENT OF NARROW SECTION OF MAIN STREET TO IMPROVE TRAFFIC FLOW

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$663,204.65 TO BE PAID OUT OF THE
APPROPRIATED AMOUNT OF \$729,524.69 REDEVELOPMENT FUNDS

ASSIGNED TO COMMITTEE BD. of Works